

## CLAIMS MADE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement converts the Medical Professional Liability Insurance Policy from an occurrence form to a claims made form.

When this endorsement takes effect,

1. I. INSURING AGREEMENT, I.A. Coverage is replaced by the following:

The Fund will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of an occurrence which results in Injury to any person arising out of the rendering or failure to render to such person any one or more Professional Services, provided the occurrence occurred after your Retroactive Date and a claim resulting from the occurrence is first made during the Policy Period.

A claim shall be considered to be first made when the Fund first receives written notice of the claim. A patient incident report or any similar report will not be considered to be a claim made. A claim or potential claim reported to a previous insurer cannot be made under this policy. Any subsequent claims related to a previous claim are considered to have been made on the same date that the previous claim was made.

2. II. DEFINITIONS is expanded to include:

II.I. "Retroactive Date" means the earliest date for which an occurrence is covered. Your retroactive date is stated on the Declarations page.

3. III. CONDITIONS III.Q. Discovery Period is replaced by the following:

III.Q. Extended Reporting Periods

In the event of termination of insurance either by non-renewal or cancellation of this policy, or termination of a reporting period, the insured shall have the right upon payment of an additional premium to have issued an endorsement providing an additional reporting period in which claims otherwise covered by this policy may be reported. Additional premium for the endorsement will be computed in accordance with the Fund's rules, rates, rating plans and premiums applicable on the effective date of the endorsement. Such right hereunder must, however, be exercised by the insured by written notice not later than thirty (30) days after such termination date.

If the insured applies for an extended reporting period in accordance with the preceding, the limit of liability stated on the Declarations page as applicable to "each occurrence: at the time the policy is terminated is the limit of the Fund's liability for loss resulting from any one claim or suit or all claims or suits first made during the extended reporting period because of a covered occurrence.

This endorsement takes effect on \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

